



**Purchasing Department**

**INVITATION TO BID**

Box 7894

Room 208, Womack Hall

870-230-5117 Phone

870-230-5486 Fax

[jonest@hsu.edu](mailto:jonest@hsu.edu)

**BID NUMBER:** QB-16-04

**COMMODITY:** Scrap Metal –Mostly old AC and air  
handling units & Misc metal.

**LOCATION:** Henderson State University  
871 N. 10<sup>th</sup> Street  
Arkadelphia, AR

**INSPECTION DATES:** August 25, 26, 27, 31, 2015

**INSPECTION HOURS:** 8:30 AM – 3:00 PM

**BID OPENING DATE/TIME:** September 4, 2015 @ 2:00 PM

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ITEMS LISTED ON THE ATTACHED SHEET (S) WILL BE SOLD TO THE HIGHEST BIDDER (S) SUBJECT TO ALL "GENERAL" AND IF APPLICABLE, "SPECIAL" TERMS AND CONDITIONS.

BID FORMS MUST BE COMPLETED AND SIGNED TO BE CONSIDERED. UNSIGNED BIDS OR LATE BIDS WILL NOT BE CONSIDERED.

**RESPONSE TO INVITATIONS TO BID MUST BE MAILED TO HSU-PURCHASING DEPT. IN A SEALED ENVELOPE INDICATING THE BID NUMBER AND DATE OF THE BID OPENING ON THE OUTSIDE OF THE ENVELOPE OR MAY BE HAND CARRIED TO THE HSU PURCHASING OFFICE. RESPONSES MUST BE RECEIVED PRIOR TO THE TIME AND DATE INDICATED ON THE DOCUMENT FOR THE BID OPENING IN ORDER TO BE CONSIDERED.**

AT THE TIME INDICATED FOR THE BID OPENING ALL BIDS WILL BE PUBLICLY READ AND TABULATED. BIDDERS MUST CONTACT HSU PURCHASING OFFICE WITHIN 48 HOURS OF THE CLOSING DATE AND TIME TO VERIFY BID RESULTS AND PAY FOR

PROPERTY. **SUCCESSFUL BIDDERS MUST REMOVE AWARDED ITEMS WITHIN FIVE (5) BUSINESS DAYS FROM DATE OF PAYMENT – NO EXCEPTIONS.**

**Please PRINT all required information Legibly**

YOUR SIGNATURE INDICATES THAT YOU AGREE TO ALL TERMS & CONDITIONS OF THIS SALE

SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
CITY STATE ZIP

BUSINESS PHONE: \_\_\_\_\_ HOME PHONE: \_\_\_\_\_

CELLULAR PHONE: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

**MINIMUM BID AMOUNT \$100.00**

1. \$\_\_\_\_\_ Scrap Metal – Mostly old AC  
and Air handling Units

## *GENERAL TERMS AND CONDITIONS*

1. Bidder is invited, urged & cautioned to inspect property to be sold prior to submitting a bid. Property will be available for inspection at the place and times specified in the invitation. All property is offered for sale “as is, where is”. The State makes no warranty, expressed or implied as to quality, kind, character, quantity, weight, size or description of any of the property or its fitness for any use or purpose. Any oral statement or representation by any representative of the State is unauthorized and shall confer no right upon the Bidder or Purchaser.
2. The purchaser agrees to pay for item(s) awarded to him in accordance with the prices offered in his bid. All forms of payment must be in US currency. Payment is to be made in the form of cash, check, and postal money order. Checks must be made payable to Marketing & Redistribution. If payment is made in the form of a check and the financial institution does not honor it a \$25.00 service fee will be charged and a personal check will not be accepted for up to a one-year period.
3. Unless otherwise specified in the invitation, the purchaser shall be entitled to obtain the property upon vesting of title or the receipt of payment for the property. The purchaser shall be responsible for the loading and removal of property, at his expense. In no way will the State suffer any expense, penalty, personal or property liability in the removal of said equipment. Henderson State University reserves the right to cancel a bid and re-bid the property when procedures are not complied with.
4. When bids are signed or when bids are made available via the web site and are submitted via the web, this constitutes a contract with the State of Arkansas to pay the amount(s) indicated for the equipment offered for sale. Failure to comply could result in action being taken by the Attorney General’s office and/or be cause for rejection of future bids. Unsigned bids will not be read or considered. By signing the Invitation for Bid document or by submitting a bid via the web the Bidder warrants that they are not less than eighteen years of age. As mandated in ACA § 19-11-242, Employees of the State of Arkansas Department of Finance and Administration or members of their immediate family may not bid. When an “On Location” sale takes place employees and family members of the agency selling the goods may not bid for or purchase the item(s).
5. The State of Arkansas Procurement Administrator shall decide any dispute, which is not disposed of by mutual agreement. Bid offers less than the stated minimum bid amounts will not be considered. Tie bids will be determined by a flip of a coin by HSU staff.
6. The State of Arkansas Procurement Administrator reserves the right to reject any or all bids, to waive any technical defects in bids; and unless otherwise specified by the State or the bidder, to accept any one item or group of items in the bid, as may be in the best interest of the State
7. It is the responsibility of each bidder to contact HSU within 48 hours of the closing date and time of the bid to verify bid results and pay for the property. HSU must be contacted during normal working hours via phone, fax, in person or by email (with appropriate date and time stamp) is acceptable methods of contact and voice mail messages are not acceptable. Bidders will find the results by calling the HSU Purchasing Dept. When bids close on Friday, the 48 hour period will begin the next business day at 8:00 a.m. The winning bidder will have 5 business days from date of payment to pick up the property. Purchaser of property from the State of Arkansas may be subject to the payment of state sales and/or use tax.
8. Failure to respond to three (3) consecutive “Invitations to Bid” and successful bidders that do not pay for and pick-up the item(s) awarded shall be considered sufficient cause to remove your name from the Bidder’s list. Additional penalties may be imposed if a bidder defaults more than one (1) time in a twelve-month period. Collusion or collaboration with another bidder or other bidders in the submission of a bid for the purpose of “rigging” (reducing) a bid shall be considered sufficient cause to remove all parties involved from the Bidder’s list for a period not to exceed three (3) years. Contract default will not prevent purchases from retail sales.
9. When State Offices are closed for any reason (i.e. inclement weather, fire or other natural disaster) all bid openings are postponed until the next open and operational work day, and will be opened at the same time stated in the invitation.
10. *No changes may be made to the terminology of the official bid form or the general or special terms and conditions.*

**Mailing address: 1100 Henderson Street, HSU Box 7894, Arkadelphia, AR 71999-0001.  
Bids are to be delivered to HSU Purchasing Department, Room 208 Womack Hall,  
Henderson State University, if not mailed.**